

EXHIBIT “G”

Letter exchange pertaining to preservation of documents between Attorney Ted Little

And Steven Gordon

Phone: (603) 841-1000 x144

January 29, 2013

BY FIRST CLASS MAIL
AND E-MAIL

D. Michael Noonan, Esquire
President, Managing Director and Registered Agent
Shaheen & Gordon, P.A.
140 Washington Street 2Fl
Dover NH 03820

RE: Return and Preservation of Documents and Other Information

Dear Mr. Noonan:

On behalf of The Mortgage Specialists, Inc. ("MSI"), a former client of your firm, I am writing to request that you return to MSI any and all documents¹ and other information concerning MSI which is within your possession, custody and control. As you may know, your firm – primarily through your retired shareholder and director Arpiar G. "Arpy" Sunders, Jr. – represented MSI on certain matters over several years, including most recently January 2007 through June 2009. Please contact the undersigned directly to make the necessary arrangements for the return to MSI of this information.

Furthermore, MSI is currently involved in certain ongoing litigation for which it has determined that Shaheen & Gordon, P.A. ("S&G") may have relevant information. MSI believes that all such information is encompassed within the foregoing request for return of information. However, to the extent S&G deems that certain information related to MSI is *not* to be included in the information we are asking it to return to MSI, we therefore require that S&G preserve all information relating in any way to MSI as well as to any of MSI's shareholders, directors, officers, agents, employees,

¹ "Documents" includes information printed in hard copy as well as electronically stored information ("ESP").

Steven M. Gordon
Attorney at Law

February 11, 2013

Edward W. Little, Jr., Esquire
The Mortgage Specialists
9 Andrews Road
Somersworth, NH 03878

Re: Return and Preservation of Documents and Other Information

Dear Mr. Little:

I am in receipt of your letter to the firm's Managing Director, D. Michael Noonan, dated January 29, 2013 concerning the return and preservation of documents and other information relating to this firm's representation of The Mortgage Specialists ("MSI"). This firm has largely historical documents and records, as we have not been engaged by MSI for a significant period of time.

The firm has retrieved from storage approximately 20 banker boxes of documents from our representation of MSI. They are available for your review and retrieval. Please let us know when you will pick these documents up. If you wish we can send them to you but would request that you prepay shipping costs. As the documents are scheduled to be shredded we would appreciate your prompt attention to this matter.

We have also placed a copy of all of our electronic files from our representation of MSI onto a DVD for the return to MSI. Please note that, during the course of our representation of MSI, we did not archive electronic mail, but rather printed hard copies to be maintained with the hard copy of our file. Accordingly, the electronic files do not include Microsoft Outlook .PST files.

Please call Beth Stevens at your earliest convenience to arrange for these files to be returned to MSI.

Sincerely,


Steven M. Gordon
sgordon@shaheengordon.com

SMG/jdb

D. Michael Noonan, Esq.
Shaheen & Gordon, P.A.
January 29, 2013
Page 2

representatives, attorneys, accountants and other persons or entities acting on behalf of or with MSI.

Preservation of all such information relates both to tangible things as well as electronically stored information. As used in this letter, "S&G," "you" or "your" refers to Shaheen & Gordon, P.A. as well as its predecessors, successors, affiliates, and their respective shareholders, directors, partners, associates, officers, professionals, agents, attorneys, accountants, employees, or other persons occupying similar positions or performing similar functions. Please anticipate that a substantial amount of information concerning or relating to MSI may be stored on S&G's current and former computer systems and other media and devices (including personal digital assistants, voice-messaging systems, online repositories and smart phones). ESI should be afforded the broadest possible definition and includes potentially relevant information electronically, magnetically or optically stored.

ESI resides not only in areas of electronic, magnetic and optical storage media reasonably accessible to you, but also in areas you may deem not reasonably accessible. You are obliged to preserve potentially relevant evidence from both these sources of ESI, even if you do not anticipate producing such ESI. The demand that you preserve both accessible and inaccessible ESI is reasonable and necessary.

To the extent you decline to provide any information, you must be prepared to identify all sources of that information, including ESI, as well as to demonstrate to a court or other tribunal the reasons for declining to produce it. For good cause shown, a court may order production of the ESI, even if you claim that such information is not reasonably accessible and the court agrees it is not reasonably accessible. Accordingly, even ESI that you deem reasonably inaccessible *must be preserved in the interim* so as not to deprive MSI of its their right to secure the evidence or the Court of its right to adjudicate the issue.

S&G must act immediately to preserve potentially relevant ESI which it declines to return to MSI – including ESI in its native format (such as, without limitation, Microsoft Word and Excel files, Microsoft Outlook .pst or other e-mail client files, and PDF files), meaning that paper copies of such files will not suffice and that metadata and other information stored in native files is likely relevant and required by us. You must also suspend any routine destruction of such information.

S&G must also preserve documents and other tangible items that may be required to access, interpret or search potentially relevant ESI, including logs, control sheets, passwords and similar access information. You must preserve any passwords, keys or other authenticators required to access encrypted files or run applications, along with the installation disks, user manuals and license keys for applications required to access the ESI. You must preserve any cabling, drivers and hardware, other than a standard 3.5"

D. Michael Noonan, Esq.
Shaheen & Gordon, P.A.
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Page 3

floppy disk drive or standard CD or DVD optical disk drive, if needed to access or interpret media on which ESI is stored. This includes tape drives, bar code readers, Zip drives and other legacy or proprietary devices.

As a reminder, your preservation obligation extends beyond ESI in your care, possession or custody and includes ESI in the custody of others that is subject to your direction or control. Accordingly, you must notify any current or former shareholder, partner, associate, professional, staff member, agent, attorney, employee, custodian or contractor in possession of potentially relevant ESI to preserve such ESI to the full extent of your obligation to do so, and you must take reasonable steps to secure their compliance.

Please confirm as soon as possible that S&G has taken the steps outlined in this letter to preserve ESI and tangible documents potentially relevant to this action. If you have not undertaken the steps outlined above, or have taken other actions, please describe what you have done to preserve potentially relevant evidence.

Sincerely,

Edward W. Little, Jr.
General Counsel

EXHIBIT “H”

Text messages stating Lisa Tracy is a ‘mole’,
Documents Mr. Gill has never seen, texter’s children need protection, &
threats to Mr. Gill’s children by [REDACTED]

Messages

Saturday 12:16 AM

I know something that you do not know that you should know. Very very valuable info

Leverage!

Saturday 3:07 AM

What if i can prove u right about allen Pincus and ray paulick? What if i can show you legal docs about ur divorce that you have never seen and files. I can show you pics, ranging from mr. Walker to ur ex



Photo

Send

Messages

Contact

wife sarah, to lisa t. To the attorney that represented her and jim. What if i told

What if i told you i could give you the pictures and files and docs they secretly have on you. What if i told you they have tapes of you that i could give you. They have your sched. They have a mole in your business as i text you. What if i could tell you who it is and prove it to you? What if is the big ?.



2 Send

Messages

Saturday 5:04 AM

You have twelve hours before this window closes.

Saturday 5:04 AM



You need a pre paid disposable phone. They cant tap it. It would be easier to talk. But i do not have the time for that. So my question is my enemies enemy a friend or is my enemies enemy still my enemy?



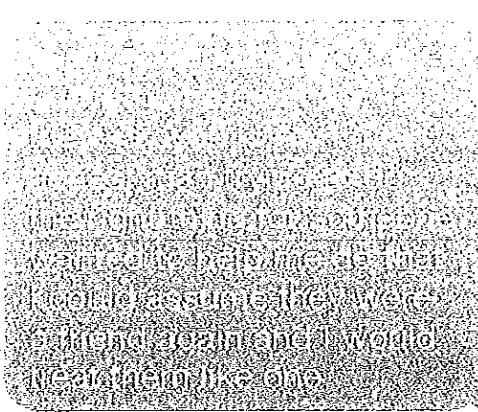
Photo

Send

Messages

Contact

?



Friends are hard to come by these days. After what i witnessed and what i have. I believe the truth doesnt matter to them anymore.



4 Send

Messages

Contact

matter to them anymore. Do i know both sides have done wrong. Yes. Do I care, No! People get shipped out of state and you do not hear from them again with the type of info i have. And you know that has already happened a couple times. So i do not need friends. I am a little fish swimming in a pond full of sharks who just played its cards right so far and ready to cash in. I will give you one free tip. Dont talk on your phone. You are tapped. Texts are fine

Text Message

5 Send

Messages

Contact

for now. But invest in a pre paid disposable. Hard to trace easy to dump.

I contacted you because i want to help. I contacted you because you would have that beautiful one word on them, leverage. Its

Text Message

6 Send

Messages

Contact

what matters most now these days. Its not what you know its what you can prove.

You never quit that's in your dna.

1. I am a little fish swimming in a pond full of sharks who just played its cards right so far and ready to cash in. I will give you one free tip. Dont talk on your phone. You are tapped. Texts are fine

7

Send

Messages

Contact

I am very serious about doing good. What I need first is to move my two little boys to california to there mothers place. I do not care what happens to of after. I know you will say you can protect me but its not a guarantee. I know. What i want from you is 6560.00

1. I am a little fish swimming in a pond full of sharks who just played its cards right so far and ready to cash in. I will give you one free tip. Dont talk on your phone. You are tapped. Texts are fine

8

Send

Messages

Contact

That will cover the cost of my boys. They are ready today. You will get the tapes the files the docs and the pics and your mole in your shop. Hand delivered.



As long as my boys are with there mother and protected with a little go money then we can meet and when i say meet i mean meet in a public place.



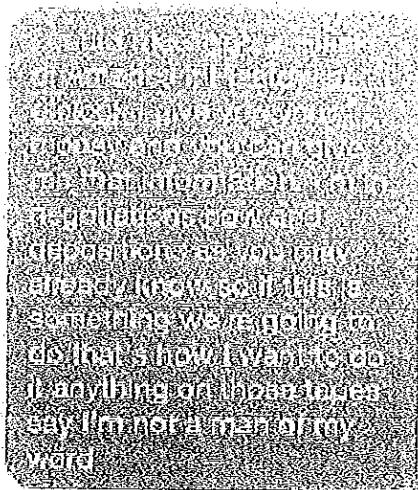
10:38 AM

9

Send

Messages

Contact



I can be in town in 45 mins.



10

Send

Messages

Contact

I put my boys on that plane today. Once they lift off you get your info. I guarantee that. You are a man of your word. So am i. I know what your going through. I need to know my boys are in the air first. Thats the only way i do it. They come first.

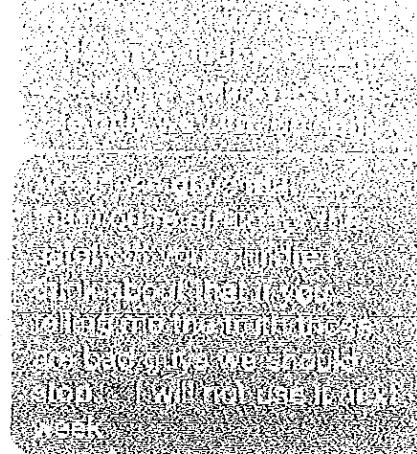


11

Send

Messages

Contact



These people can stop your life in a heart beat. Again i wont move on this info until they are in the air.



12

Send

Verizon 10:39 AM

Messages

Contact

I need my boys in the air. I know you know that. You want the tapes and pics and files and docs first. We need to compromise. I will not keep beating around the bush

10:39 AM 10:39 AM
I will not keep beating around the bush. I will not compromise. You will have to see what I'm asking for. That seems reasonable to you.

17

Send

Verizon 10:39 AM

Messages

Contact

My kids come first. I know you want to see what your buying. I want to see my kids on a plane first. Then I will hand deliver them to you. I know you know I wont rip you off. We both are working to do the same but you stand in a better position than me to do it. So I will offer you your rat in your shop. If you dont want that or want to know then we cant move forward. I know the 6560 group a lot to you seeing how you play that in one hand at the casinos

19

Send

Verizon

10:39 AM

Messages

Contact

I see your expectations. But as a father my kids come first. Thats it. You should see no arguing in that. As a father yourself

10:39 AM 10:39 AM

I see what your saying. Obviously you know I know what it is. I would never be able to say to you what I know.

10:39 AM 10:39 AM

I cant. I can not do that.

18

Send

Verizon

10:39 AM

Messages

Contact

but to of its everything right now. So you want your rat?

10:39 AM 10:39 AM

I can prove it to you that the rat is the rat. The ball is in your court

10:39 AM 10:39 AM

But not your biggest one yet.

20

Send

< Messages

Contact

I told you already you did.
But this one is bigger.

I know the lawyer I have
have now was with them
but that in the video
already yesterday.

Me too, But i can prove it.



21

Send

< Messages

Contact

The one on youtube.
Where you put her and him
out there

Verizon

Where do I leave my brief
case with all of this? Where
will you leave the envelope
with the money in it.



22

Send

< Messages

Contact

Your doing the rico mid
next week.

Verizon

She is been working the
week.

If you know that much that
you know why am having
her do it. Interesting tell



23

Send

< Messages

Contact

Salem mall food court, We
can do the switch and
walk away. I hand you the
brief case you hand me the
envelope. Simple as that. I
lowered my standards time
for you to do the same. My
terms now! Im agreeing to
not put my boys on the
plane right away. Now you
agree to my terms.

Very interesting you are
mike gill senior

Verizon

24

Send

88-30 Verizon 8 10:10 AM

[Messages](#) [Contact](#)

And I have one more term.

No deal. I just lowered my standards. I will not be photographed doing that. No. Up to you now. Meet and greet and have a great day. You in to your car and look. You then go to a walgreens and buy a disposable phone and call

25

三

10:40 AM

[Message 29](#) [Contact](#)

It can confuse. I agree. Those are my terms. Agree or disagree? And if you agree you also agree to buy a new disposable phone as well.

It is the responsibility of the
Board of Directors to make
decisions that are in the best
interests of the organization.

2

३८४

[Messages](#)  [Contact](#)

disposable phone and call me. So we can finally talk. Up to you. Those are my terms. If you dont agree so be it. Just know that I tired. You let this walk over 6560

1. **What is the relationship between the two people in the photo?**
2. **What is the name of the person in the photo?**
3. **What is the name of the person in the photo?**
4. **What is the name of the person in the photo?**
5. **What is the name of the person in the photo?**
6. **What is the name of the person in the photo?**
7. **What is the name of the person in the photo?**
8. **What is the name of the person in the photo?**
9. **What is the name of the person in the photo?**
10. **What is the name of the person in the photo?**

You need a new one if you want to talk to me. You can never be too careful.

26

卷之三

©2020 Verizon 10:40 AM

↳ Messages

Contact

No deal. Salem mall. Thats
my terms. Nice talking to
you.

I will be at the salem mall at noon. You want to meet in the food court and exchange and walk away that's the way it is. I want to be in public and foot want to be photographed or seen with you. If not them let of know now so I dont drive almost an hour and waste my time.

So yes or no?

28

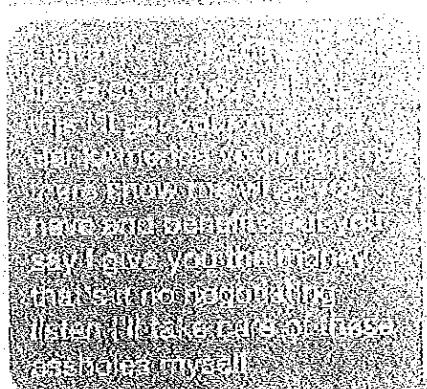
卷之三

Verizon

10:40 AM

Messages

Contact



No im protecting my family
and my ex wife as much as
possible.

You can say we are acting
like crooks but I call it

29

Send

10:40 AM

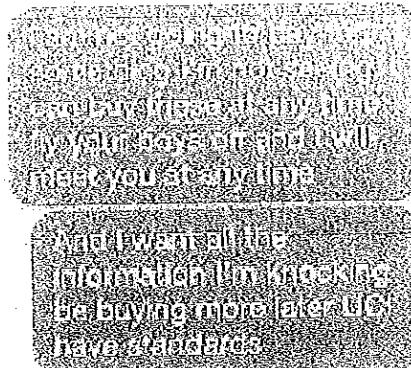
Verizon

10:40 AM

Messages

Contact

then we go all the way.
And first thing monday
morning you can release
the info with my complete
confidence



The cause will suffer then.

31

Send

Verizon

10:40 AM

Messages

Contact

protecting my family. You
would do the same.

It took a lot of work to get
this info and get your
number and my last step is
protecting my boys. If you
want to throw it all away
for your own reasons then
so be it. But the cause will
suffer for it.

I agree these assholes
have to pay. But if we take
the proper steps and get
this done today then im all
yours after. And if we do
move forward today with it

30

Send

10:40 AM

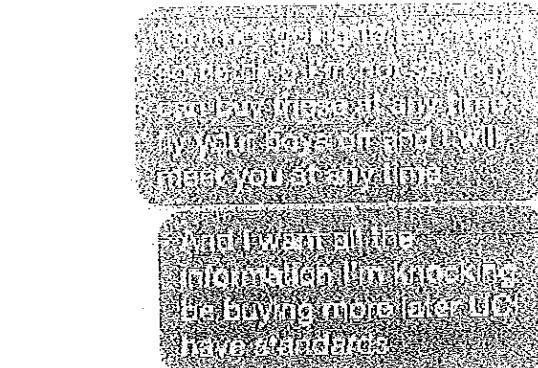
Verizon

10:40 AM

Messages

Contact

then we go all the way.
And first thing monday
morning you can release
the info with my complete
confidence



The cause will suffer then.

31

Send

Verizon

10:40 AM

Messages

Contact

need a week or two too
come up with the money. I
will get it done myself.
When I say all the info I
mean all the info. In the
mean time watch out for
that rat. Its very close to
you.

I didnt know who it was.
Your the only one with this
number. You had of
worried

Ok so this is the deal. I
hand you the bag with the
tapes you hand me the
envelope. No funny

32

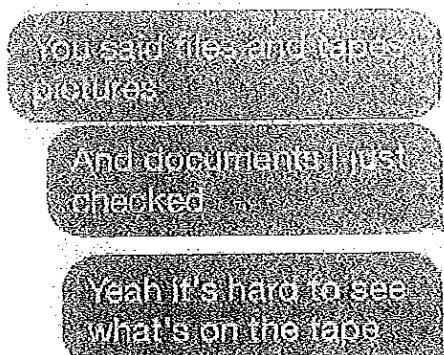
Send

10:40 AM

Messages

Contact

business. We meet at the salem mall. We spend a few mins and we get out of there. You sure that throw away phone is good? Meet u at the mall in one hour?



I will have the files, the docs, the pics, and the



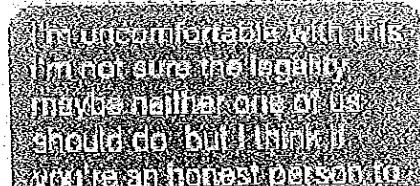
33 Send

Messages

Contact

tape in the bag. I have now negotiated to all your needs. Now its my turn. The rockintha mall or another big open public place. Not your car where i could be set up. So meet of in a hour

I am ready. I am leaving my house in a couple minutes. Is this a go

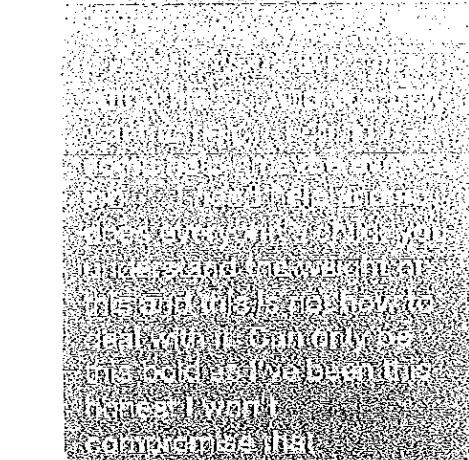


34

Send

Messages

Contact



You add me to working with them

I need an answer. Just a



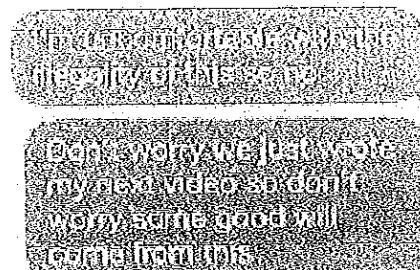
35

Send

Messages

Contact

yes or a no. And if you feel uncomfortable then have someone fill in for you. Or simply put an envelope some where and ill drop a bag off at your destination that you choose. I dont know what else to say.



All morning we breed

36

Send

卷之三 1041AM

MESSAGES

Contact

negotiating and when I finally agree you back out. Now earlier you asked me why would I send you a text with saying I have info and not share it. I replied I do have the info and will share it. Now that we got through the negotiating and I commit you are backing out. My question to you is why would you do that to me.

This is how it is. I can't accept a job and just be open like that. I need protection. The authorities

37

卷之三

Digitized by srujanika@gmail.com

Messages

Contact

and bring heat on me. Thats just great, I was warned about you. Guess i should of listened.

1. *What is the best way to learn?*
2. *What is the best way to teach?*
3. *What is the best way to evaluate?*
4. *What is the best way to support?*
5. *What is the best way to lead?*

Only when the politicians
we both done something
wrong not haven't I and if I
tell you guys would've

100

507

© 2009 Verizon

Messages

Contact

accept a job and just be open like that. I need protection. The authorities, they own them. We both know that. If you want this info i need my kids out of here. They are first and formst. My price is 6640. That gets them to where they need to be and a little go money. I am honest but honesty is getting me no where and in losing my sense of security.

Basically your telling of the info I gave you your going to turn around and use it

38

Send

Verizon 10:41 AM

Messages

Contact

Dont you ever call of a bad guy

On another way if you
mean the heel you mean
the good honest citizens of
the people of New
England.

40

270

 Back (1)

Contact

talked about your going to make a video of it. Thats wrong and your wrong. You and there side are just plain wrong in life.

If he is anything like you im sure he cant dodge stuff. He looks out of shape from the pics on f.b.

Yeah but you always do what you want

Listen in no killer or anything like that. I just wanted you to feel what I felt for what you just said



45

Send

 Back (1)

Contact

to me. Doesn't feel good does it. Anyway im done. Btw your rat is been giving out your secrets for quite some time. Goodbye.

The front runner and the porter boy of the people. Which is you, can have the glory. Im not on youtube, im not the one with the billboards, and im not the one with the deep pockets. I want my boys safe. I care for the cause but family first for me and above all. Im just the middle man trying to do right. Now i



46

Send

 Back (1)

Contact

for the cause but family first for me and above all. Im just the middle man trying to do right. Now i get accused by you that i will black mail you and tarnish your name. No i dont do that. Thank you very much

You dont like it when you hear something you dont like. Funny how that works. Foot compare me to the corruption again

But overall sad that this info cant be used.



47

Send

EXHIBIT “I”

Draft Confidentiality Agreement sent by Attorney Curley with discussion
Regarding a \$50Million settlement with Attorney Parousis

Carrie Lemieux

From: Robert A. Curley, Jr. <rac@curleylaw.com>
Sent: Friday, July 12, 2013 1:34 PM
To: Mike Parousis
Cc: SDuggan@LynchLynch.com; Lawrence Kenney; Lisabeth Ryan Kundert
Subject: RE: Settlement of this matter

Mike, With respect to the proposed Confidentiality Stipulation, I will convert it to a proposed Order and file a Motion for its entry. Pursuant to the Local Rules I am happy to discuss this with you. Such stipulations and orders are fairly standard. It sounds like your clients have made up their minds. If you think there is a way to resolve this in good faith without the need for motion practice let me know. Bob

From: Mike Parousis [mailto:mparousis@themortgagesspecialists.com]
Sent: Friday, July 12, 2013 1:07 PM
To: Robert A. Curley, Jr.
Cc: SDuggan@LynchLynch.com; Lawrence Kenney
Subject: Settlement of this matter

Hello:

My client is willing to settle this matter for Fifty Million dollars (\$50,000,000.00). There are a number of conditions attached to the settlement offer, however, if the first condition is not agreed upon by all parties then the remaining conditions are moot. The first condition is that Mr. Gill will not agree to the confidentiality agreement that has been proposed or any other agreements dealing with confidentiality. Should you agree to that amount and the first condition then we can discuss this settlement further.

Thanks

>>> "Robert A. Curley, Jr." <rac@curleylaw.com> 7/10/2013 3:30 PM >>>
Mike, Attached is a proposed Stipulation and Confidentiality Agreement. Let me know if this is acceptable to you? Bob

NOTICE: The information contained in this email and any attachments with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient or the person responsible for delivering the e-mail for the intended recipient, be advised that you have received this e-mail in error and that any use, review, dissemination, forwarding, printing, or duplication of this e-mail is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender by reply email or by calling The Mortgage Specialists by telephone at 603-382-3785 and destroy the original email. Any comments or statements made herein do not necessarily reflect those of The Mortgage Specialists, Inc. All interest rates, data and other information are not warranted as to completeness or accuracy and are subject to change without notice.

UNITED STATES DISTRICT COURT
for the
DISTRICT OF MASSACHUSETTS

MICHAEL J. GILL, et al.)	
Plaintiffs)	
)	
v.)	Civil Action No.: 1:13-CV-11241-RWZ
)	
MORRISON MAHONEY LLP, et al.)	
Defendants)	DRAFT
)	

**STIPULATION AND CONFIDENTIALITY AGREEMENT
PURSUANT TO F.R.CIV.P. 26**

WHEREAS, the Parties expect to seek from each other documents and information which constitute, refer to, or otherwise incorporate confidential and/or privileged information (hereinafter referred to as the "Documents" and/or "Information"); and

WHEREAS, the Parties recognize that certain of such Documents and Information may be subject to discovery from time to time, disclosed through testimony, or contained in pleadings, briefs, or other documents filed with the Court for purposes of discovery or otherwise in the course of the litigation of the above-captioned matter (hereinafter referred to as the "Action"); and

WHEREAS the Parties desire that the exchange of Documents and Information in connection with the action be protected from disclosure as set forth herein;

NOW, THEREFORE, the Parties by and through their attorneys, stipulate and agree to the following:

A. CONFIDENTIALITY:

1. All Documents and Information produced or disclosed by any Party to any of the other Parties in this Action, may be disclosed, whether voluntarily or pursuant to discovery demand or Court Order, to the following entities, collectively defined as "Recipients:" counsel for any Party who is actively engaged in the conduct of the Action (including partners, associates, paralegals, administrative assistants, or staff members of Recipient's counsel to the extent reasonably necessary to render professional services for the Action); each party involved in the Action (including each Party's directors, officers, employees and agents who have a reasonable need to be informed about the Documents and Information); any insurer, reinsurer or auditor of any insurer of any Party who has consented to and signed this Confidentiality Agreement; all independent experts or consultants retained for purposes of assisting counsel for any Party in the Action, and to employees of such experts or consultants who are assisting in the conduct of the Action, provided all such entities have consented to and signed this Confidentiality Agreement; court officials involved in the Action (including court reporters, videographers at deposition, any special master, mediator or arbitrator appointed by the Court), provided such court officials are made aware of and agree to be bound by the terms of the Confidentiality Agreement; and any Party's auditors, accountants or regulators, who have a need to know of the Documents or Information, and who have been made aware of and agreed to be bound by the terms of this Agreement. All Recipients must agree in writing, in the form attached as Exhibit A, to abide by the provisions of this Stipulation and Confidentiality Agreement. This Stipulation and Confidentiality Agreement shall not limit the parties' rights to use the Documents and Information in connection with any

legal proceeding related to this Action. However, said Documents and Information used in connection with any legal proceeding, including deposition testimony, related to this Action may be sealed upon application of any party and Order of the Court.

2. Documents produced by Parties which are subject to this Stipulation and Confidentiality Agreement shall be marked or stamped, "Confidential." The Documents so marked and any Information derived from examination of said Documents as well as any other Information provided to Recipients which any Party identifies as privileged or confidential shall be used only in connection with this Action and shall not be used in connection with any other lawsuit, arbitration, claim, proceeding, or for any other purpose, except upon the Stipulation of the parties or Order of the Court. Documents which are already a matter of public record will not be marked "Confidential."
3. Documents and Information produced in this Action that are not identified as "Confidential" when they were initially produced may thereafter be designated as "Confidential" by the Party producing the Documents and Information, or by the Party receiving such Documents and Information, by providing written notice to all attorneys and by providing substitute copies of each item, appropriately marked as "Confidential." Upon receipt of substitute copies, the receiving Party shall within five (5) days either:
 - (i) Return or destroy the previously unmarked or incorrectly marked Documents or Information, including copies; or
 - (ii) Provide written notice to the designating Party that the receiving Party intends to challenge the attempted designation of the Documents or Information.
4. Recipients and their attorneys in this Action may provide the Documents and Information produced by any Party in this Action to those persons identified as Recipients who have a need to review, rely on and/or analyze such Documents and Information for the purpose

of prosecuting and defending this Action. Recipients shall not provide such Documents or Information to any other person or entity for any purpose whatsoever, except as permitted by this Stipulation and Confidentiality Agreement or the mutual written consent of the Parties.

5. Except as provided in paragraph 4 above, Recipients and any other persons to whom disclosure is made of such Documents or Information are prohibited from (a) disseminating in any fashion, manner or method the Documents and Information produced herein by any Party, without the further written Stipulation of the Parties or by Order of the Court, or (b) copying and disseminating copies thereof, in any fashion, manner or method, the Documents and Information produced herein by the Parties, to any other person, firm or organization, without the further written Stipulation of the Parties or by Order of the Court, or (c) copying and disseminating, in any fashion, manner or method, summaries, extracts, or digests of the Documents and Information produced by the Parties, to any other person, firm or organization, without the further written Stipulation of the Parties or by Order of the Court.
6. Counsel for any deponent, whether a party deponent or non-party deponent, may designate specific portions of deposition testimony or exhibits as "Confidential" by indicating on the record at the deposition that the testimony of the deponent or any exhibits to his or her testimony are to be treated as confidential. The court reporter shall separately bind such testimony and/or exhibits in a transcript bearing the designation "Confidential – Subject to Protective Order: Michael J. Gill et al vs. Morrison Mahoney, LLP, et al, United States District Court, Case No.: 1:13-CV-11241-RWZ" on the cover page. Failure of counsel to designate testimony or exhibits as "Confidential" at a

deposition shall not constitute a waiver of the confidentiality of any testimony or exhibits. Rather, upon receipt of the deposition transcript, counsel shall be entitled to designate specific pages and lines of the transcript and/or exhibits as "Confidential" within 30 days of receipt of the transcript. The parties to this Action shall be entitled to treat a deposition transcript and/or exhibits not identified as "Confidential" during the depositions as non-confidential material unless and until a subsequent designation is made by counsel for a deponent.

7. Prior to the dissemination of any of the Documents and Information to any person, firm or organization, Recipients shall ensure that each person, firm or organization which is to review or examine the Documents and Information has agreed to be subject to the jurisdiction of this Court for proceedings regarding contempt and any other proceedings in the event of any violation or alleged violation of this Stipulation and Confidentiality Agreement or any Order issued pursuant thereto.
8. Recipients and their attorneys shall maintain a list of all persons, firms or organizations who have received Documents and Information. If a dispute arises regarding production of protected documents, Recipients and their attorneys will furnish to the attorneys for the Parties the names of the persons, firms and organizations who have received Documents and Information as well as the stipulations executed by them.
9. The production of Documents and Information shall not constitute a waiver of any Party's claims in this Action or otherwise that said Documents or Information are privileged or otherwise non-discoverable.
10. If at any time a Party wishes to dispute a designation of Documents and Information as confidential, the Objecting Party shall notify the Designating Party of such dispute in

Recipients or their attorneys at the conclusion of this Action. Upon request recipients' attorneys shall certify, within twenty (20) days of the conclusion of this Action, that the requirements of this paragraph have been met by all signatories to the Stipulation and Confidentiality Agreement.

12. Any Documents and Information subject to this Stipulation and Agreement may later be removed from the terms of this Stipulation and Agreement only by (a) stipulation of the parties, (b) by written statement provided by the involved parties, or (c) by Order of the Court.

B. INADVERTENT DISCLOSURE OF PRIVILEGED MATERIAL AND CLAWBACK:

13. Inadvertent or unintentional production of documents or things containing protected information, but which are not properly designated as such at the time of production, shall not be deemed a waiver in whole or in part of a claim for confidential treatment. The producing party shall immediately notify the receiving party promptly after discovery of the error in writing and the receiving party shall thereafter treat the information as protected under this Stipulation and Confidentiality Agreement. The producing party will also provide replacement pages bearing the appropriate confidentiality legend or legends upon discovery of the error. To the extent such information may have been disclosed to persons other than authorized persons described in this document, counsel for the party responsible for the disclosure shall immediately notify opposing counsel of all of the pertinent facts, and make every effort to further prevent unauthorized disclosure including, retrieving all copies of the protected information from the recipient(s) thereof, and using its best efforts to secure the agreement of the recipient(s) not to further disseminate the protected information in any

form. Compliance with the foregoing shall not prevent the producing party from seeking further relief from the Court.

14. Nothing in this Stipulation and Confidentiality Agreement shall require production of information that a Party contends is protected from disclosure by any privilege, doctrine, right, or immunity. If information subject to a claim of privilege, doctrine, right, or immunity is nevertheless inadvertently or unintentionally produced, such production shall in no way prejudice or otherwise constitute a waiver or estoppel as to any such privilege, doctrine, right or immunity. Any party that inadvertently or unintentionally produces materials protected by a privilege, doctrine, right, or immunity may obtain the return of those materials by notifying the recipient(s) promptly after the discovery of the inadvertent or unintentional production and requesting that the item(s) of information be returned, and no party to this action shall thereafter assert that such disclosure waived any privilege or immunity. It is further agreed that the receiving party will return such inadvertently produced item(s) of information and all copies thereof within ten (10) days of (a) discovery by the receiving party of its inadvertent production, or (b) receiving a written request for the return of such item(s) of information, whichever scenario occurs earlier. In the recipient(s) gathering and return of all copies of the privileged or immune material to the producing party, the recipient(s) shall be exempt from returning any pages containing privileged markings by the recipient and those pages shall instead be destroyed and certified as such by the recipient to the producing party. The party having returned such inadvertently produced item(s) of information may thereafter, without asserting waiver because of inadvertent production, seek production of any such documents in accordance with the Federal Rules of Civil Procedure, including seeking

relief from the Court. The producing party will further include the inadvertently produced document on privilege log(s) for the inadvertently or unintentionally produced materials. Notwithstanding this provision, no person is required to delete information that may reside on the respective person's electronic back-up systems that are overwritten in the normal course of business.

15. The parties specifically agree that the disclosure of inadvertently produced documents that are subject to any privilege, doctrine, right, or immunity shall not constitute a waiver of any such privilege, doctrine, right, or immunity, either in this Court, or in any other jurisdiction, provided that the producing party has followed the procedures set forth above.
16. This Stipulation and Confidentiality Agreement shall apply to discovery directed to or produced by non-parties to this action, if said non-party requests protection as to its confidential material as defined herein.
17. All questions regarding the interpretation of this Stipulation and Confidentiality Agreement or the enforcement thereof, shall be resolved by the Court and, subject to Court approval (*see* paragraph 18 below), the parties may modify the terms of this Stipulation and Confidentiality Agreement either by written stipulation or upon a request to the Court.

C. THE COURT RETAINS ALL AUTHORITY:

18. The Court shall retain jurisdiction to enforce this Stipulation and Confidentiality Agreement and any Order issued pursuant thereto after the conclusion of this Action. Any party seeking to enforce this Stipulation and Confidentiality Agreement or claiming

a breach thereof may move at a noticed hearing for contempt or for appropriate sanctions.

The Court may award attorneys fees and costs to the prevailing party.

D. COUNTERPARTS:

19. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Dated:

Michael S. Parousis
Counsel for Plaintiffs

Dated:

Robert A. Curley, Jr.
Counsel for Defendant Morrison Mahoney LLP

Dated:

Lawrence J. Kenney, Jr.
Counsel for Defendant Nicholas P. Alexander

Dated:

Stephen J. Duggan
Counsel for Defendant Eric E. Renner

EXHIBIT A

I, _____, have read the Stipulation and Confidentiality Agreement attached hereto in respect to Michael J. Gill et al vs. Morrison Mahoney, LLP, et al, United States District Court, Case No.: 1:13-CV-11241-RWZ. Having read said Stipulation and Confidentiality Agreement, I agree to abide by its provisions and hereby consent to the jurisdiction of the Court regarding enforcement of the Stipulation and Confidentiality Agreement.

Dated: _____, 2013 _____
Signature

EXHIBIT “J”

Initial Disclosures from Attorney Curley regarding Morrison Mahoney litigation

CURLEY & CURLEY P.C.
ATTORNEYS AT LAW
27 SCHOOL STREET
BOSTON MASSACHUSETTS 02108

(617) 523-2990
FACSIMILE (617) 523-7602

ROBERT A. CURLEY, JR
EUGENE F. NOWELL
DAVID D. DOWD
MARTIN J. ROONEY*
LISABETH RYAN KUNDERT
JAMES C. WOOD
JOSEPH P. EVANS.

ROBERT A. CURLEY
(1924-2010)

WRITER'S E-MAIL ADDRESS
RAC@CURLEYLAW.COM

*ALSO MEMBER OF NEW HAMPSHIRE BAR

July 26, 2013

Michael S. Parousis, Esq.
The Mortgage Specialists, Inc.
9 Andrews Rd
Somersworth, NH 03878

Lawrence J. Kenney, Jr., Esq.
Sloane & Walsh
3 Center Plaza, 8th Floor
Boston, MA 02108

Stephen J. Duggan, Esq.
Lynch & Lynch
45 Bristol Drive, 3rd Floor
S. Easton, MA 02375

RE: Gill v. Morrison Mahoney, LLP, et al.

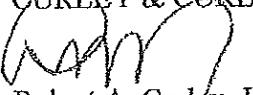
Dear Counsel:

Enclosed please find:

- Initial Disclosures of Defendant Morrison Mahoney, LLP pursuant to FRCP 26(a).

Pursuant to the provisions of LR 26.6, this document is not being filed.

Thank you for your attention to this matter.

Very truly yours,
CURLEY & CURLEY, P.C.

Robert A. Curley, Jr.

RAC, Jr./og
Enclosure

UNITED STATES DISTRICT COURT
for the
DISTRICT OF MASSACHUSETTS

MICHAEL J. GILL, et al.)
Plaintiffs)
)
v.) Civil Action No.: 1:13-CV-11241-RWZ
)
MORRISON MAHONEY LLP, et al.)
Defendants)
)

**INITIAL DISCLOSURES OF DEFENDANT MORRISON MAHONEY, LLP
PURSUANT TO FRCP 26(a)**

1) Persons Defendant Morrison Mahoney, LLP may use to support its claim or defenses

<u>Individual</u>	<u>Subject matter</u>
Michael Gill	The current pending and previously asserted legal matters in the multiple lawsuits and administrative proceedings involving him and Mortgage Specialists, Inc.; the substance, if any, of such matters and the ability to recover damages in those matters.
Sarah Gill	The divorce proceedings involving the Plaintiffs.
Steven Tober	The divorce proceedings involving the Plaintiffs.
James Tenn	The divorce proceedings involving the Plaintiffs.
David Depuy	The divorce proceedings involving the Plaintiffs.
Timothy Coughlin	The divorce proceedings involving the Plaintiffs.

Matthew Kozol	The divorce proceedings involving the Plaintiffs.
Ronald Wise	The divorce proceedings involving the Plaintiffs.
Alexander Walker	The current pending and previously asserted legal matters in the multiple lawsuits and administrative proceedings involving him and Mr. Gill and Mortgage Specialists, Inc.; the substance, if any, of such matters and the ability to recover damages in those matters.
Darla Sedgwick	The current pending and previously asserted legal matters in the multiple lawsuits and administrative proceedings involving her and Mr. Gill and Mortgage Specialists, Inc.; the substance, if any, of such matters and the ability to recover damages in those matters.
Jonathan Ross	The current pending and previously asserted legal matters in the multiple lawsuits and administrative proceedings involving him and Mr. Gill and Mortgage Specialists, Inc.; the substance, if any, of such matters and the ability to recover damages in those matters.
Henry Hyder	The current pending and previously asserted legal matters in the multiple lawsuits and administrative proceedings involving him and Mr. Gill and Mortgage Specialists, Inc.; the substance, if any, of such matters and the ability to recover damages in those matters.
Marisa Pizzuto	The current pending and previously asserted legal matters in the multiple lawsuits and administrative proceedings involving her and Mr. Gill and Mortgage Specialists, Inc.; the substance, if any, of such matters and the ability to recover damages in those matters.
Robert Jutras	The current pending and previously asserted legal matters in the multiple lawsuits and administrative proceedings involving him and Mr. Gill and Mortgage Specialists, Inc.;

	the substance, if any, of such matters and the ability to recover damages in those matters.
Maurice Guilbert	The current pending and previously asserted legal matters in the multiple lawsuits and administrative proceedings involving him and Mr. Gill and Mortgage Specialists, Inc.; the substance, if any, of such matters and the ability to recover damages in those matters.
Jon Sparkman	The current pending and previously asserted legal matters in the multiple lawsuits and administrative proceedings involving him and Mr. Gill and Mortgage Specialists, Inc.; the substance, if any, of such matters and the ability to recover damages in those matters.
Lawrence Schwartz	Plaintiff's tax issues
Grant Thornton	Plaintiff's tax issues
Lisa Tracy	Plaintiff's tax issues
Anthony Augeri	The current pending and previously asserted legal matters in the multiple lawsuits and administrative proceedings involving him and Mr. Gill and Mortgage Specialists, Inc., the substance, if any, of such matters and the ability to recover damages in those matters; also Plaintiff's tax issues
Timothy Powell	Plaintiff's tax issues
Dr. Robert Broussard	Gill divorce counseling
Ronna Wise	The divorce proceedings involving the Plaintiffs
Arpiar Saunders	The divorce proceedings involving the Plaintiffs
William Shaheen	The divorce proceedings involving the Plaintiffs
Thomas McMillan	The current pending and previously asserted legal matters in the multiple lawsuits and

Mark P. Harty

The involvement of Mr. Harty and the Executive Committee of Morrison Mahoney, LLP with the representation of the Plaintiffs by Nicholas Alexander and Eric E. Renner

Scott Burke

The involvement of Mr. Harty and the Executive Committee of Morrison Mahoney, LLP with the representation of the Plaintiffs by Nicholas Alexander and Eric E. Renner

To the extent that Defendant has knowledge of the addresses and phone numbers of the above persons those addresses and phone numbers are set forth in the documents previously produced by the Defendant and described in the following section 2.

The Defendant Morrison Mahoney LLP states that individuals at the following entities may also have knowledge of matters relevant to the claims or defenses of said Defendant:

- 1) Williams & Connolly
- 2) Devine, Millimet & Branch
- 3) Wiggin & Naurie
- 4) Internal Revenue Service
- 5) New Hampshire Banking Department
- 6) New Hampshire Banking Commission
- 7) New Hampshire Department of Revenue Administration
- 8) The Mortgage Specialists
- 9) Persons identified in the documents referred to in Section 2
- 10) Rudolph Friedmann LLP

- 2) Documents and Electronically Stored Information Defendant may use to support its claims and defenses

Defendant has produced to all parties 18184 documents as well as a CD of emails of Nicholas Alexander and Eric Renner relating to their representation of the plaintiffs, a flashdrive and index, invoices to the plaintiffs on a disc and Gill emails on 4 flashdrives.

Defendant expects to rely on documents produced in the course of discovery.

- 3) Computation of Damages
Not applicable
- 4) Insurance Agreements

Defendant will make its insurance policy available subject to an appropriate protective order.

By its attorneys,

CURLEY & CURLEY, P.C.



Robert A. Curley, Jr., Esq., BBO # 109180
27 School Street, 6th Floor
Boston, MA 02108
617-523-2990
rac@curleylaw.com

CERTIFICATE OF SERVICE

I, Robert A. Curley, Jr., Esq. hereby certify that I served a true and correct copy of the foregoing pleading by mailing a copy postage prepaid to the following counsel of record:

DATE: 7/26/13



Robert A. Curley, Jr.

EXHIBIT “K”

- a) 2- Separate 91A requests for narcotics arrest - [REDACTED]
- b) Text messages from John/Jane Doe #3 regarding Defendant Anagnost's involvement in the sale of drugs, manufacture of drugs, transportation of drugs across state lines

a /

Subject: Investigative Services Bureau
From: [REDACTED]
Date: Tuesday, April 26, 2016 1:51 PM
To: NIU@dos.nh.gov

Dear Custodian of Records:

In accordance with and under the New Hampshire 'Right-To-Know' Law, RSA: Title VI, Chapter 91-A et seq., I am requesting an opportunity to inspect or obtain copies of the all of the public records pertaining to the below case:

CASE NUMBER: NI-87-108

OFFICER: Trooper Terrence Kinneen

SEARCH WARRANTS: one for each location: Cilly Road, Western Ave., St. Mary's Bank, purse of the arrestee (All locations in Manchester, NH)

DATES: Approximately 1987-1988

CITY OF ARREST: Manchester, NH

ARRESTEE: [REDACTED]

ATTORNEY FOR ARRESTEE: Nancy Geriner: There was bail.

Per the New Hampshire 'Right-To-Know' Law [RSA: Title VI, Chapter 91-A: 4 (IV)], your agency shall respond to this request within 5 business days. If you are unable to provide me with copy of the records requested within the allotted timeframe, please provide me with a written receipt of this request and a written statement with information on a potential date or timeframe when I might expect copies or access to the requested records. These records are for personal use.

I understand that there may be fees involved with the actual cost of providing copies of the requested records. Please inform me if the cost of this request will exceed \$30.

Should this request be denied in part or in its entirety, please provide citations for each specific exemption your agency uses to justify the refusal of the information in accordance with the federal Freedom of Information Act (FOIA) under 5 U.S.C §552(b)(7). In addition, please provide me with information regarding the appeal procedures that are available to me under current Statute.

Feel free to contact me if you have any questions. Communications may be done via e-mail or the postal mail address listed below.

Thank you for the prompt consideration of my request.

Sincerely,

a 1

bject: Case request
m: Dawson, Pamela
e: Friday, May 6, 2016 12:56 PM
[redacted]

Good afternoon [redacted]

I am writing to you again asking you to please email me or call me and give me all the information again that I could use to try to find the case that you need. I have written you before but haven't heard back. I am having a hard time reaching you and having a hard time finding what you need but I do want to locate this for you..

Could you give me again the type of case that it was and any names or date of incident that you have. I do want to help you but I just needed some info if you could thank you and have a good weekend.

Pamela J Dawson

Administrative Secretary

NHSP Investigative Services Bureau

(Major Crime Unit)

Pamela.dawson@dos.nh.gov

603-223-8446—phn

603-271-2520---fax

Pamela J Dawson

Administrative Secretary

a1

Subject: Re: Case request
From: [REDACTED]
Date: Friday, May 6, 2016 3:07 PM
To: Dawson, Pamela
Cc: [REDACTED]

Hi Pamela,

So sorry for the delay.

I believe it was a criminal investigation related to drugs - cocaine.
Is there any way to discern it if has been annulled?

This is the only info I have.

CASE NUMBER: NI-87-108

OFFICER: Trooper Terrence Kinneen

SEARCH WARRANTS: one for each location: Cilly Road, Western Ave., St. Mary's Bank, purse of the
arrestee (All locations in Manchester, NH)

DATES: Approximately 1987-1988

CITY OF ARREST: Manchester, NH

ARRESTEE: [REDACTED]

ATTORNEY FOR ARRESTEE: Nancy Gertner and Robert McDaniel There was bail.

Thanks for all of your efforts!

[REDACTED]
On Friday, May 6, 2016 12:56 PM, Dawson, Pamela <Pamela.Dawson@dos.nh.gov> wrote:

a/

Subject: RE: Case request
From: Dawson, Pamela
Date: Friday, May 6, 2016 3:07 PM
To: [REDACTED]

PERFECT....I HAVE THE CASE AND IT IS IN FOR REVIEW, YOU WILL HEAR BACK

Pamela J Dawson

Administrative Secretary

NHSP Investigative Services Bureau

(Major Crime Unit)

Pamela.dawson@dos.nh.gov

603-223-8446--phn

603-271-2520--fax

Pamela J Dawson

Administrative Secretary

New Hampshire State Police

Investigative Services Bureau

(Major Crime Unit)

Office: (603) 223-8446

a/

Subject: Case request
From: Dawson, Pamela
Date: Tuesday, May 10, 2016 2:55 PM
To: [REDACTED]

Good afternoon, I had trouble finding the case you requested in archives, but I have since located the case and it is now in review for approval for release. I should let you know within the week or so if it has been approved and what the cost will be. Thank you again for your patience. These older cases are a little tricky to find in archives. Have a great day

Pamela J Dawson

Administrative Secretary

NHSP Investigative Services Bureau

(Major Crime Unit)

Pamela.dawson@dos.nh.gov

603-223-8446—phn

603-271-2520---fax

Pamela J Dawson

Administrative Secretary

a/

Subject: Case Request
From: Dawson, Pamela
Date: Thursday, May 12, 2016 2:50 PM
To: [REDACTED]
Attachments: [REDACTED] 20160512134435..pdf (31.4KB)

Good afternoon [REDACTED]

Attached you will find a letter from my Commander, Captain Mark Armanaganian. Thank you for your patience.

Pamela J Dawson

Administrative Secretary

NHSP Investigative Services Bureau

(Major Crime Unit)

Pamela.dawson@dos.nh.gov

603-223-8446—phn

603-271-2520—fax

Pamela J Dawson

Administrative Secretary

New Hampshire State Police



State of New Hampshire

DEPARTMENT OF SAFETY

John J. Berthelmes, Commissioner of Safety

Division of State Police

James H. Hayes Safety Building, 33 Hazen Drive, Concord, NH 03305



a)

Neil Robert L. Quinn
Director

May 12, 2016

Dear [REDACTED]

In reference to your letter of request for a copy of a police report, there are no public governmental records responsive to your request.

We are sorry for any inconvenience.

Sincerely,

Captain Mark C. Armanian
Investigative Services Bureau Commander

MCA:pjd

a 2

April 26, 2016
New Hampshire Department of Safety
Narcotics and Investigations Unit
33 Hazen Drive
Concord, NH 03305

Dear Custodian of Records:

In accordance with and under the New Hampshire 'Right-To-Know' Law, RSA: Title VI, Chapter 91-A et seq., I am requesting an opportunity to inspect or obtain copies of the all of the public records pertaining to the below case:

- DATE AND TYPE OF INCIDENT:
 - Approximately 1987-1988
 - CASE NUMBER: NI-87-108
 - ARRESTING OFFICER: Trooper Terrence Kinneen
 - TYPE OF INCIDENT: Search/Arrest for controlled substances
 - SEARCH WARRANTS: one for each location: Cilly Road, Western Ave., St. Mary's Bank, purse of the arrestee (All locations in Manchester, NH)
- NAME OF SUBJECT INVOLVED: [REDACTED]
- INCIDENT LOCATION: Manchester, Nh
 - ATTORNEY FOR ARRESTEE: Nancy Gertner: There was bail.
- REASON FOR REQUEST: Public interest and public safety

Per the New Hampshire 'Right-To-Know' Law [RSA: Title VI, Chapter 91-A: 4 (IV)], your agency shall respond to this request within 5 business days. If you are unable to provide me with copy of the records requested within the allotted timeframe, please provide me with a written receipt of this request and a written statement with information on a potential date or timeframe when I might expect copies or access to the requested records. These records are for my personal use.

I understand that there may be fees involved with the actual cost of providing copies of the requested records. Please inform me if the cost of this request will exceed \$30.

Should this request be denied in part or in its entirety, please provide citations for each specific exemption your agency uses to justify the refusal of the information in accordance with the federal Freedom of Information Act (FOIA) under 5 U.S.C §552(b)(7). In addition, please provide me with information regarding the appeal procedures that are available to me under current Statute.

Feel free to contact me if you have any questions. Communications may be done via e-mail or phone which are listed below.

Thank you for the prompt consideration of my request.

Sincerely,

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

From: Dawson, Pamela <
Date: Tue, May 3, 2016 at 4:08 PM
Subject: Case request

ack

Good afternoon

I am in receipt of letter of request for a copy of a 1987 report. I have requested it from archives. When it finally is delivered I will have the case reviewed for release.

Please know I will be in touch again when we receive the report. I am watching out for the delivery. We have been having some issues with the archive divisions deliveries.

Thank you for your patience.

Pamela J Dawson

Administrative Secretary

NHSP Investigative Services Bureau

(Major Crime Unit)

--phn

--fax

From: Dawson, Pamela <
Date: Wed, May 4, 2016 at 8:48 AM
Subject: Case request

2 4

Good morning

I am in need of two things from you please. I needed to know the reason you needed the report and also how did you find this case number?

Thank you so much

Pamela J Dawson

Administrative Secretary

NHSP Investigative Services Bureau

Major Crime Unit

cc: [redacted] —phn

—fax

From: Dawson, Pamela <Pamela.Dawson@dos.dhs.gov>

Date: Tue, May 10, 2016 at 2:54 PM

Subject: CASE REQUEST

a *s*

Good afternoon....I did email you last week to find out the reason for the request and questioned how you got the case number. I had trouble finding it in archives, but I have since located the case and it is now in review for approval for release. I should let you know within the week or so if it has been approved and what the cost will be. Thank you again for your patience. These older cases are a little tricky to find in archives.

Pamela J Dawson

Administrative Secretary

NHSP Investigative Services Bureau

(Major Crime Unit)

Pamela.dawson@dos.dhs.gov



State of New Hampshire

DEPARTMENT OF SAFETY

John J. Barthelmes, Commissioner of Safety

Division of State Police

James H. Hayes Safety Building, 33 Hazen Drive, Concord, NH 03305



Colonel Robert L. Quinn
Director

May 12, 2016

Ms. [REDACTED]

Dear [REDACTED]

In reference to your letter of request for a copy of a police report, there are no public governmental records responsive to your request.

We are sorry for any inconvenience.

Sincerely,

Captain Mark C. Armaganian
Investigative Services Bureau Commander

MCA:pjd